



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to Execute the City of Stockton Emergency Communications Agreement (FD)

MEETING DATE: May 16, 2007

PREPARED BY: Michael E. Pretz, Fire Chief

RECOMMENDED ACTION: Authorize the City Manager to execute the City of Stockton Emergency Communications Agreement.

BACKGROUND INFORMATION: This agreement replaces the current dispatch agreement and features new provisions. The new dispatch agreement is a month-to-month agreement and can be severed with a 30-day notification. Moreover, the new agreement reduces the cost of dispatching services from the current \$28.48 (FY 2006) per call for every type of call to \$19.36 per fire call and \$9.68 per medical emergency call. Both costs are significantly lower than the current rates. In addition, the contract calls for a cost of living (COLA) increase at 80% of the San Francisco CP in July 2008. Based upon an estimated 5,000 calls for service in 2007, the City of Lodi should realize a reduction in costs from \$136,700 (FY 2006) to an estimated \$65,340 (FY 07-08), an estimated savings of approximately \$71,360.

There are several reasons I believe the City should sign this agreement.

1. The agreement is a month to month contract, with a 30-day severance clause.
2. The cost of dispatching services has been reduced from \$28.48 to \$19.36 (fire) and \$9.68 (medical emergency).
3. Future rate changes would require action by City of Stockton staff and Council reducing possible rate fluctuation.
4. The lawsuit with San Joaquin County over Public Safety Answering Points is months from being settled.
5. Changing dispatch service providers will be disruptive to the department and community.
6. By changing dispatch service providers, the department will lose an important link to interoperability.
7. Changing dispatch service providers will add to City costs.
8. The City of Stockton Regional Communications Center is a known commodity.

The City has sent a letter to Stockton declaring its desire to sever the current contract in July. As has been pointed out above, there is no seamless or less expensive alternative to changing dispatch service agencies available. The City of Lodi is under contract until July 2007. By not signing this agreement we will continue under current contract and at the current rate. At the very least, signing the agreement will reduce fire department monthly cost by an estimated \$5,500.

APPROVED: _____
Blair King, City Manager

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FISCAL IMPACT: Reduction in the cost per call for dispatch services.

FUNDING AVAILABLE: Fire Department annual budget

Kirk Evans, Budget Manager

Michael E. Pretz, Fire Chief

MEP/lh

Attachment

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into on _____, by and between the CITY OF STOCKTON, a municipal corporation, hereinafter designated as "CITY," and the CITY OF LODI, a municipal corporation, hereinafter designated as "AGENCY."

WHEREAS, CITY desires to enter into an agreement with AGENCY to provide fire and emergency medical call receipt and dispatching services to the AGENCY through the Emergency Communications Division located 110 West Sonora Street, Stockton, California.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. SERVICES AND RESPONSIBILITIES:

(a) CITY will provide fire and emergency medical dispatching services to the AGENCY served as of the date of this Agreement. Such services shall be provided at an equivalent level to that provided for similar incidents and occurrences within the incorporated area of CITY.

(b) CITY shall be responsible for the operation and supervision of the Emergency Communications Division, and will provide plant facilities, personnel and common equipment necessary for the operation of the Emergency Communications Division on a 24-hour-per-day basis. Excluded from common communications equipment are certain items which benefit only one agency or participant, including listed business and emergency telephone lines, radios, and other related communications equipment. It shall be the responsibility of CITY to receive calls for assistance and transmit same to AGENCY in conformance with the procedures set forth in Stockton Fire Dispatch EMD/Fire Dispatch Protocols.

(c) Upon notification and acknowledgment by CITY, AGENCY shall assume sole responsibility for the disposition of its fire and rescue resources and shall be responsible for any necessary reports.

(d) AGENCY will be responsible for the disposition of its own business calls unless other contractual arrangement are made. CITY will, however, relay to AGENCY any business calls received by the Emergency Communications Division.

(e) AGENCY shall provide CITY and maintain, at its own expense, accurate street location information, response level assignments (zones), and any other related fire and rescue information necessary for emergency call-taking and dispatching. This

information and all subsequent information shall be the sole responsibility of AGENCY. Required information necessary for this dispatching service shall be in a form specified by CITY.

2. PAYMENT FOR SERVICES:

(a) AGENCY will pay CITY for dispatch services at a rate of \$9.68 per call for medical calls where an ambulance is also dispatched and at a rate of \$19.36 per call for non-medical call dispatched by CITY's dispatch center.

(b) After July 1, 2008, a cost-of-living adjustment shall be made annually, changing the amount charged AGENCY in accordance with the changes in the Consumers Price Index for "all cities" consumers (base year 1967 = 0001 for the San Francisco/Oakland Metropolitan area), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the date nearest the date of the proposed increase, but will not exceed 4/5%.

(c) Payment of the per call fee shall be made by AGENCY to CITY in monthly payments. CITY will bill AGENCY on a monthly basis based on the number and types of dispatches for the previous month. Payment will be due upon receipt of CITY's billing invoice. AGENCY will be considered delinquent in its payment if payment has not been made within thirty (30) days after the invoice due date.

3. TERM OF AGREEMENT AND TERMINATION PROCEDURES:

(a) This Agreement shall remain in effect until terminated and shall be on a month-to-month basis. This Agreement may be terminated by either party without cause upon the giving of 30 days written notice. This Agreement may be terminated without complying with the notice requirement for the sole cause of nonperformance by the other party. However, if CITY terminates this Agreement because AGENCY has insufficient funds to meet its obligation under this Agreement such termination shall be effective upon giving thirty (30) days written notice. AGENCY agrees to compensate CITY for costs incurred during such thirty (30) day period.

4. WITHHOLDING OF PAYMENT OR SERVICES:

(a) AGENCY may withhold payment for any period during which CITY does not or cannot provide the (contracted) service.

(b) CITY may withhold service during any period that AGENCY is delinquent in making payments to CITY.

5. CITY SERVICE TO OTHER AGENCIES:

As a result of this Agreement, CITY is in no way prevented from offering its service to other agencies.

6. INDEPENDENT CONTRACTOR:

CITY shall serve as an independent contractor in performing the services provided under this Agreement and shall be responsible for workers' compensation and other obligations of CITY consistent with that status. In no event shall CITY be responsible for any workers' compensation or other employment obligations of AGENCY.

7. INDEMNIFICATION:

It is understood that CITY is not acting hereunder in any manner as an employee of AGENCY, but solely under this Agreement as an independent contractor, and CITY shall not under any circumstances be liable to AGENCY or any person or persons acting for or under it for any deaths or injuries received or claimed, unless any such liability arises by virtue of negligence or intentional acts by CITY, its officers, agents or employees, and AGENCY agrees to defend and hold CITY free and harmless from liability which is not due to any fault of CITY, its officers, agents, or employees.

8. NOTICES:

Any written notice to be given to the parties in connection with this Agreement may be affected by personal delivery or by mail and shall be considered effectively tendered upon actual receipt if by personal delivery and five (5) days following deposit with the U.S. Mail service, first-class, postage prepaid. Notices shall be addressed as set forth below:

To CITY: City of Stockton
Stockton Fire Department
425 North El Dorado Street
Stockton CA 95202-1997

To AGENCY: City of Lodi
Attn: City Manager
221 West Pine Street
Lodi CA 95240

9. INSURANCE:

AGENCY shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverages in the forms and amounts set forth in the attached Exhibit A, which is incorporated herein by reference.

10. ATTORNEY'S FEES:

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

11. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of California.

12. SEVERABILITY:

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13. CAPTIONS:

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

14. ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between CITY and AGENCY and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended only by written instrument signed by CITY and AGENCY.

15. AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

16. EFFECTIVE DATE OF SERVICE:

Dispatching Service shall become effective on May 1, 2007.

IN WITNESS WHEREOF, this Agreement has been executed by the respective parties hereto through their respective authorized officers the day and year first above written.

CITY OF STOCKTON, a
municipal corporation

ATTEST:

KATHERINE GONG MEISSNER
CITY CLERK

By _____
J. Gordon Palmer, Jr.
City Manager

"CITY"

By _____

CITY OF LODI, a municipal
corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
CITY ATTORNEY

By _____
Blair King
City Manager

By _____
Assistant City Attorney

"AGENCY"

ATTEST:

RANDI JOHL, City Clerk

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Janice D. Magdich
Deputy City Attorney
City of Lodi

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